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MINISTRY OF COMMERCE AND INDUSTRY

(Forward Markets Commission)

NOTIFICATION

Bombay, the 4th October, 1954

S.R.O. 3178.—In exercise of the powers conferred by Sub-Section (1) of Section 12 of the Forward Contracts (Regulation) Act, 1952, read with S.R.O. 2618 dated the 30th July, 1954, the Secretary, Forward Markets Commission hereby makes the following amendments to the By-laws of the East India Cotton Association Ltd., Bombay, namely:—

1. In By-law 1:—

(a) Delete the definition of "Delivery Contracts" and substitute in its place and stead the following:—

"*Delivery Contract*" means a non-transferable specific delivery contract as defined in The Forward Contracts (Regulation) Act, 1952, namely, a specific delivery contract, the rights or liabilities under which or under any delivery order, railway receipt, bill of lading, warehouse receipt or any other document of title relating thereto, are not transferable."

(b) After the definition of "Delivery Contract" insert the following:—

"*Transferable Specific Delivery Contract*" means a transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act, 1952, viz., a specific delivery contract, the rights or liabilities under which or under any delivery order, railway receipt, bill of lading, warehouse receipt or any other document of title relating thereto, are transferable.

(c) Delete the definition of "Hedge Contract" and substitute in its place and stead the following:—

"*Hedge Contract*" which is described as the Indian cotton contract in By-law 53, means a forward contract as defined in The Forward Contracts (Regulation) Act, 1952, namely, a contract for the delivery of goods at a future date and which is not a ready delivery contract.

(d) In the definitions of the terms "Jaitha Terms" and "New Mill Terms" for the expression "stone allowance" appearing therein, there shall be substituted the expression "seasonal allowance".

(e) Insert after the definition of "Member" a new definition of "M.G." and "Machine Ginned", as follows:—

"M.G." and "Machine Ginned" means roller ginned cotton only and not saw ginned cotton.

(f) After the definition of "Railway Terms" insert the following:—

"Ready Transaction" means a ready delivery contract as defined in The Forward Contracts (Regulation) Act, 1952, namely, a contract which provides for the delivery of goods and the payment of the price therefor, either immediately or within such period not exceeding eleven days after the date of the contract and subject to such conditions as the Central Government may, by notification in the Official Gazette, specify in respect of any goods, the period under such contract not being capable of extension by mutual consent of the parties thereto or otherwise.

2. In By-law 17:—

(a) At the end of the opening portion ending with the word "omissions", insert the following:—

"On the part of the member of his permit-holder or his partner or, in the case of a joint Hindu family firm, his Manager."

(b) Insert the following at the end of By-law 17(d) before the full stop:—

"and without prejudice to the generality of the foregoing, the provisions of the Forward Contracts (Regulation) Act, 1952, and the Rules made thereunder and any direction issued by the Forward Markets Commission".

3. By-law 24:—

Delete existing By-law and substitute in its place and stead the following:—

"24. *Obligation to give evidence and produce documents.*—The Board may, by not less than twenty-four hours' notice in writing to any member, require him or his permit holder or partner or, in the case of a joint Hindu family, his Manager, to attend and give evidence or make statements and/or produce any books, documents, correspondence or papers in his or their possession, power or control, at any meeting at which any resolution for the expulsion, suspension and/or fining of any member is proposed to be considered."

4. In By-law 35 wherever the words "the Provincial Government" appear, delete the same, and substitute in their place and stead the words "the Forward Markets Commission".

5 Delete By-law 47, and substitute in its place and stead the following:— ,

"47. *Trading in new Crop.*—(1) No member shall enter into hedge contracts in new crop in any year:

(a) before such date between the last day of February and the 1st day of May as may be fixed in that behalf by the Board:

Provided that this sub-clause shall not apply if a date is fixed under sub-clause (b) hereof;

(b) before such date being later than the 1st day of May as may be fixed in that behalf by the Board with the previous approval of the Forward Markets Commission:

Provided that the Textile Commissioner, so long as the Cotton Control Order 1950 is in force, gives permission under the order to enter into or trade in such contracts.

(2) No member shall enter into delivery contracts in new crop in any year before such date as may be fixed in that behalf by the Board:

Provided that the Textile Commissioner, so long as the Cotton Control Order 1950 is in force, gives permission under the order to enter into or trade in such contracts.

(3) Any member entering into contracts in contravention of the provisions of this By-law, may, in addition to all other penalties be dealt with under by-law 17."

6. Delete By-law 51A, and substitute the following in its place and stead:—

"51A. *Margins.*—Every member of the Association shall, on each Inward Payment Day and not later than the time specified in the Clearing House notice under By-law 148 for payments in of debit balances under the Balance Sheets, pay into the Settlement Account of the Association with the Imperial Bank of India, a deposit, by way of margin, not carrying interest, on the net open position in respect of hedge contracts entered into by the member during the working days for the period for which settlement rates are fixed under By-law 141 for such settlement. The said margin, calculated as follows, shall be payable on the highest net open position as at the close of business on any of the said working days

On the first 10,000 bales at the rate of rupees nil per bale.
 On the next 10,000 bales at the rate of Rs. 5/- per bale.
 On the next 7,500 bales at the rate of Rs. 7/8/- per bale.
 On the next 7,500 bales at the rate of Rs. 10/- per bale.
 On all bales in excess of 35,000 bales at the rate of Rs. 12/8/- per bale.

Provided however that it shall be permissible to any such member to set off the whole or any part of such deposit by way of margin against any amount due to such member under the Balance Sheets sent in by him in respect of such settlement; Provided further that in respect of any deposit made by a member under this by-law on the previous Inward Payment Day, it shall be permissible to such member to adjust the same or any part therof in the Balance Sheet sent in by him in respect of any subsequent settlement."

7. In by-law 52A wherever the words "the Government of Bombay" occur, delete the same, and substitute in their place and stead the words "the Forward Markets Commission".

8. In by-law 52AA wherever the words "the Government of Bombay" occur, delete the same and substitute in their place and stead the words "the Forward Markets Commission".

9. By-law 52B.—(a) delete the number of the paragraph reading "(1)" and substitute in its place the number "(I)".

(b) wherever the words "the Government of Bombay" occur, delete the same, and substitute in their place and stead the words "the Forward Markets Commission".

(c) delete clauses IV and V and substitute in their place and stead the following:—

(IV) If the resolution of the Board under Clause (I) hereof or the resolution passed under Clause (II) hereof declares that a squeeze or corner exists and the Forward Markets Commission intimates its agreement to the same as aforesaid, then, until such emergency shall be deemed at an end in manner hereinafter provided, the provisions of By-laws 55, 55A and of By-law 61(4) (b)(ii) in so far as it relates to penalty on rejection, and of By-law 64 in so far as it relates to penalty for failure to tender, shall stand suspended.

(V) If the resolution of the Board under Clause (I) hereof or the resolution passed under Clause (II) hereof declares that a bear raid exists and the Forward Markets Commission intimates its agreement to the same as aforesaid, then, until such emergency shall be deemed at an end in manner hereinafter provided—

(a) the provisions of By-law 55 shall stand suspended;

(b) for the figure of percentage "61" wherever it appears in By-law 55-A, there shall be substituted the figure "12½";

(c) the penalty for rejection under By-law 61(4)(b)(ii) shall be increased to Rs. 6/- per candy,

(d) the penalty for failure to tender under By-law 64 shall be increased to Rs. 50/- per candy.

10. In the first paragraph of By-law 53, delete the fraction "3/32" and substitute in its place and stead the fraction "4/32".

11. In By-law 54B, add at the end of Clause (9) the following as sub-clause (e)—

"(e) The last buyer on taking delivery upcountry shall give a certificate to the seller that the cotton is intended for resale or for export outside the State where he takes delivery, failing which he shall pay the first seller, sale or purchase tax, if any, payable by the seller in the State where delivery up-country is taken."

12. In By-law 55, dated clause (b) and substitute in its place and stead the following:—

(b) "On" allowance, but

upto 13/16" for Punjab/American 4F R G and S. G.,

upto 29/32" for basic Jarilla,

upto 29/32" for Vijay P/American LSS R G and S.G.,

upto 15/16" for Western, Coompta, Karunganni, Parbhani/American and Gaorani 6 and 12.

upto 31/32" for Jayadhar and

upto 1" for Surti, Cambodia, Laxmi, Buri/American and 216F Punjab/American R. G. and S. G.,

for staples of $1/32"$, $2/32"$, $3/32"$ and $4/32"$ above the staple lengths specified in the Hedge Schedule.

13. After By-law 55, insert the following new By-law:—

55A. *Weightage*.—(a) Premiums and discounts for tendering differences on descriptions as fixed under By-law 55 shall be subject to weightage of $6\frac{1}{4}$ per cent.

(b) If the staple length of the cotton tendered is more than the staple length specified in column (2) of the Hedge Schedule for such cotton, the buyer shall be entitled to a discount of $6\frac{1}{4}$ per cent. of the 'on' allowance fixed under By-law 55 for the particular staple tendered upto a limit of the staple length of such cotton specified in column (3) of the Hedge Schedule, and the seller shall be entitled only to the balance.

(c) If the staple length of the cotton tendered is less by not more than $1/16"$ than the staple length specified in column (2) of the Hedge Schedule for such cotton and the buyer is bound or elects to take the cotton under By-law 61, the buyer shall be entitled to the 'off' allowance fixed under By-law 55 for the particular staple tendered and also to $6\frac{1}{4}$ per cent. of the net amount arrived at after deducting the 'off' allowance from the tendering difference fixed for such cotton.

(d) The basic cotton $25/32"$ only as well as class differences awarded in arbitration on styles shall be excluded from the above restrictions.

Provided that in no case shall the buyer pay less than the floor price or more than the ceiling price of the description tendered, as may have been fixed for such description by the Textile Commissioner under the Cotton Control Order 1950.

14. By-law 61:

(a) At the end of clause (3), insert the following before the full stop:—

"subject to the application of By-law 55A".

(b) In sub-clause (b) (i) of clause (4) after the words "such award" insert the following:—

", subject however to the provisions of By-law 55A".

15. In By-law 64, delete the amount of Rs. 7-8-0 and substitute in its place and stead the amount of "Rs. 25/-".

16. In By-law 65, delete the amount of Rs. 7-8-0 and substitute in its place and stead the amount of "Rs. 25/-".

17. For By-law 80 substitute the following:—

80. *Requirements as to forward contracts—Delivery Contracts*.—(1) Delivery contracts shall be in writing and shall contain a provision that they are subject to these By-laws or words to a similar effect. For the convenience of members and so as to have, as far as possible, uniformity in the forms in use suitable Forms are provided in the Appendix. Form 'A' in the Appendix is recommended for use in respect of delivery contracts between members acting as principals or between a member acting as a principal and a non-member. Form 'B' in the Appendix is recommended for use in respect of delivery contracts between members not acting as principals or between a member not acting as a principal and a non-member.

(2) By-laws 149 to 163 (both inclusive) and 168 to 185A (both inclusive) shall not apply to delivery contracts between members; and if one of the parties to such contract is a non-member, By-laws 130 to 148 (both inclusive) and 164 to 166 (both inclusive) shall also not apply to such contracts.

(3) *Hedge Contracts*.—Hedge Contracts between members shall also be in writing, but a memorandum relating to such contracts made in the books maintained by members and initialled by the respective parties in such books, shall satisfy the requirements as to writing. When such contracts are otherwise reduced to writing, they shall contain a provision that they are subject to these By-laws or words to a similar effect. Members are recommended to use Form 'C' or 'D' in the Appendix in such cases.

(4) Hedge Contracts between members acting as commission agents on the one hand and their constituents on the other shall also be in writing and shall contain a provision that they are subject to these By-laws or words to a similar effect. Members are recommended the use of the Form given in the Appendix headed "Form of Clients Contract Note (Hedge)." By-laws 130 to 166 and 168 to 185A (inclusive) shall not apply to such contracts. Before entering into such contracts, members should however obtain a statement in writing from their constituent that he is not a partner in any member firm. Non-compliance with this requirement shall not render the contract void or illegal but shall render the member liable to action under By-law 17.

(5) *Maintenance of records.*—Members shall maintain a record of all their transactions in cotton and books of account relative to the same for a period of at least three years for production whenever required.

18. Delete existing By-law 82.

19. Delete existing By-law 148-B, and substitute in its place and stead the following:—

“148B. I. Every member of the Association entitled to and making use of the Clearing House shall—

(1) prepare and send to the Clearing House, along with each Balance-Sheet submitted under By-law 148, statements in such form or forms as may be prescribed by the Board from time to time and in accordance with the instructions contained in such form or forms.

Statement of business done.—(a) showing particulars and information as to the sales and purchases effected in respect of all hedge contracts during, and the resultant net outstanding position, as at the end of each of the working days ending the day previous to the day on which settlement rates have been fixed under Bye-law 141 for such settlement,

(b) containing a statement to the effect that in respect of the constituents' business included therein, he has obtained statements in writing to the effect that none of them is a partner of any other member firm,

Statement as to margin.—(c) showing the amount of the margin payable under By-law 51A in respect of the sales or purchases so shown, and

Clearance List.—(d) showing the amount of the stamp duty payable in respect of the sales and purchases so shown, as also of delivery contracts and closed out transactions, and

(2) *Payment of Stamp Duty and margin.*—On each Inward Payment Day, and not later than the time specified in the Clearing House notice under By-law 148 for payments in of debit balances under Balance Sheets, pay into the Settlement Account of the Association with the Imperial Bank of India, such sum as shall cover the stamp duty as well as the margin shown as payable under the statement or statements submitted by him under clause (1) hereof.

(3) A member contravening or not complying with clauses (1) and (2) hereof or submitting an incorrect statement under the same clauses shall be liable to be dealt with under By-law 17. A member failing to pay the margin as required by clause (2) hereof, after being called upon by the Clearing House so to do, shall be deemed to have failed to meet at maturity, his obligations and shall, in addition to all other penalties, be liable to be dealt with under By-law 11 and the other By-laws in that behalf, and in the event of such member being posted a defaulter, the margin, if any, then standing to his credit under this By-law, shall be liable to forfeiture by resolution of the Board and shall, on such forfeiture, be subject to a first lien or charge in favour of such of the other members to whom he shall then be indebted in respect of cotton transactions for the total amount of such indebtedness.

II. Every other member of the Association, unless he shall not have entered into any hedge contracts which are outstanding, shall, on each Inward Payment Day and not later than the time specified in the Clearing House notice under By-law 148 for payments in of debit balances under Balance Sheets,—

(1) prepare and send to the Clearing House, statements in such form or forms as may be prescribed by the Board from time to time and in accordance with the instructions contained in such form or forms,

Statement of business done.—(a) showing particulars and information as to the sales and purchases effected in respect of hedge contracts during, and the resultant net outstanding position, as at the end of each of the working days ending the day previous to the day on which settlement rates have been fixed under Bye-law 141 for such settlement,

(b) containing a statement to the effect that in respect of the constituents' business included therein, he has obtained statements in writing to the effect that none of them is a partner of any other member firm,

Statement as to margin.—(c) showing the amount of the margin payable under By-law 51A in respect of the sales or purchases so shown, and

(2) *Payment of margin.*—Pay into the Settlement Account of the Association, with the Imperial Bank of India, such sum as shall cover the margin, if any, shown as payable under the statement or statements submitted by him under clause (1) hereof.

(3) A member contravening or not complying with clauses (1) and (2) hereof or submitting an incorrect statement under the same clauses, shall be liable to be dealt with under By-law 17. In the event of a member failing to pay margin as required by clause (2) hereof, after being called upon by the Clearing House so to do, the Board shall be entitled to investigate the circumstances and if they consider the failure proved, they shall be further entitled to order that all the member's outstanding transactions in respect of hedge contracts shall be closed out at such rates as may be fixed by them in that behalf and promptly cause notice thereof signed by the Chairman to be posted on the notice board; and on the posting of such notice all such outstanding transactions of the member shall stand closed out as aforesaid and the margin, if any, then standing to his credit under this By-law shall stand forfeited to the Association with a lien thereon in favour of such of the other members to whom he shall then be indebted in respect of the transactions closed out as aforesaid.

III. The Board or the Chairman thereof, if the Board shall have delegated the power to him as it is hereby authorised so to do, shall have power, for the purpose of verifying or checking any statement submitted by a member under clause I or II hereof, to call for the production of the books of any member or members, and/or to call for any explanation from any member or members. A member failing or neglecting to submit any such statement or to produce any such books or to give any such explanation, shall be liable to be dealt with under By-law 17."

20. In By-law 151, after the word and figure "By-law 55" and before the word "or" insert the following:—

"subject to the discount for variety as provided in By-law 55A."

21. For the "Hedge Schedule" appended to the By-laws the following "Hedge Schedule" shall be substituted.

HEDGE SCHEDULE

Hedge Contract I	Descriptions 2	Tenderable Up to 3	Places Tenderable 4
Indian Cotton Contract.	M. G. Jarilla 25/32" Staple including Verum, M.P. Cambodia, M. B. Cambodia, M. B. Upland, Virnar (197-3) Gaorani (Bani), Malvi, Bhoj, Pratap (Certified), H-420, Buri American, Parbhani American and Gaorani 6 and 12.	29/32"	All places in Nasik, Bijapur, East and West Khandesh (excluding Nandurbar and Nawapur Talukas), Sholapur, Ahmednagar and Poona Districts of the Bombay State and the States of Madhya Pradesh, Madhya Bharat, Bhopal and Hyderabad.
Do.	M. G. H. 420 (Certified) 25/32" Staple.	29/32"	All places in the Nimar, Akola, Amraoti, Yeotmal, Wardha, Nagpur, Chanda, Chhindwara and Hoshangabad Districts of Madhya Pradesh.
Do.	M. G. Buri/American Staple including 'Buri 107', Indore 1, Buri 0394 and Indore 2.	7/8" 1	All places in the Nimar, Akola, Amraoti, Wardha, Nagpur, Chanda, Chhindwara, Hoshangabad and Yeotmal Districts of Madhya Pradesh State, Madhya Bharat State, Kotah Division of the Rajasthan State and in the State of Ajmer provided the areas in which the cotton has been grown have been protected under the Cotton Transport Act, 1923 (Act III of 1923) or any corresponding Act.

Hedge Contract 1	Descriptions 2	Tenderable Up to 3	Places Tenderable 4
Indian Cotton Contract	M. G. Parbhani American (Certified) 7/8" Staple, and parbhani/American grown in West Bengal.	15/16"	All places in the Northern Talukas of the Aurangabad District, and Western Highland Talukas of the Adilabad District of the Hyderabad State and the State of West Bengal.
Do.	M. G. Gaorani 6 and 12 (Certified) 7/8" staple.	15/16"	All places in Nanded, Bidar and Parbhani Districts, the Latur Taluka of the Osmanabad District and Nirmal Taluka of the Adilabad District of Hyderabad State.
Do.	M. G. Vijay 25/32" Staple including B. D. 8, B. 9, Nandurbar Surti, Talod Surti and Dehgam 1027.	29/32"	All places in the Kaira, Baroda, Broach (excluding Ankleshwar Taluka), Sabar Kantha, Ahmedabad (Daskroi, Dchgam and City Talukas) and Panch Mahal Districts and Nandurbar Taluka of the West Khandesh District of the Bombay State.
Do.	M. G. Surti 7/8" Staple including Suyog, 2087, Rajpipla and Nawapur 1027.	1"	All places in the Surat District, Ankleshwar, Jhagadia and Dediapada Talukas, part of Nandod Taluka lying south of the river Narbada and Hansot, Valia and Sagbara Mahals of the Broach District and Nawapur Taluka of West Khandesh District of the Bombay State.
Do.	M. G. Kalyan 25/32" Staple including Kalyan (Certified) grown in Saurashtra.	27/32"	All places in the Ahmedabad and Mehsana Districts of the Bombay State provided the areas in which the cotton has been grown have been protected under the Cotton Transport Act 1923, and all places in Saurashtra State in respect of Kalyan Cotton Certificate.
Do.	Roller Ginned and Saw Ginned Punjab/American 4F, 3/4" Staple including 'Udaipur/American'.	13/16"	All places in the States of Punjab and Patiala and East Punjab States Union and Udaipur Division of Rajasthan in respect of Udaipur Americans.
Do.	Roller Ginned and Saw Ginned Punjab/American L.S.S. 13/16" Staple including Punjab/American 216F and Punjab/American 320F.	29/32"	All places in the States of Punjab, Patiala and East Punjab States Union, Uttar Pradesh and in the Bikaner Division of the State of Rajasthan.
Do.	Roller Ginned and Saw Ginned Punjab/American 216F (Certified) 7/8" Staple including Punjab/American 320F (Certified).	1"	All places in the States of Punjab, Uttar Pradesh, Madras and the Patiala and East Punjab States Union.
Do.	M. G. Coompta 7/8" Staple including Jaywant, R. K. 19 (Coompta), Bagalkot, Jayadhar and Laxmi.	15/16"	All places in Dharwar, Belgaum, Bijapur, North Satara, South Satara, Sholapur and Kolhapur Districts of the Bombay State, the Mysore State and the Raichur Protected Area in the Raichur District of the Hyderabad State.

Hedge Contract	Description	Tenderable Up to	Place Tenderable
1	2	3	4
Indian Cotton Contract.	M. G. Jayadhar (Certified) Staple.	7/8 31/32"	All places in Dharwar, Belgaum, Bijapur, South Satara and Kolhapur Districts of the Bombay State and the Raichur Protected Area of the Hyderabad State.
Do.	M. G. Laxmi (Certified) inche Staple including M.A. 5 (Certified).	7/8 1"	All places in Dharwar, Belgaum, Bijapur, North Satara, South Satara and Kolhapur Districts of the Bombay State and the Raichur District of the Hyderabad State, the Mysore State (including M.A.-5 cotton) and the Andhra State.
Do.	M. G. Western 13/16 inch Staple including 881F, Umri, White Northerns, Red Northerns, Hagari I (Western Farm) and Nandyal 14.	13/16" 16/16"	All places in the Bellary District of the Mysore State, the Kurnool (Pattikonda Taluk), Anantapur and Cuddapah Districts of the Andhra State and Gulbarga and Raichur Districts (excluding Raichur Protected Area) of the Hyderabad State
Do.	M. G. Cambodia 7/8 inch Staple including Avanashi, Cambodia C.O.2, Cambodia C.O.3, Cambodia 4462, Cambodia C.O.4, (including C.O.4/B.40, Cambodia Uganda 1, MU1 and MU2) otherwise known as Rajapalayam and also Cambodia C.O.4. 170-C.O.2 and 134-C.O.2-M of less than 1 inch staple.	1"	All places in the North Arcot, South Arcot, Coimbatore, Salem, Tiruchirappalli, Mathurai, Ramanathapuram, Tirunelveli, Chittoor and Chingleput Districts of the Madras State and in the States of Bhopal and Bombay in respect of Cambodia C.O.4 and also in the State of Bombay in respect of 170-C.O.2 and 134-C.O.2-M.
Do.	M. G. Karunganni 13/16 inch Staple including Tinnevelly, Salems (Nadam Bourbon and Uppam), Karunganni K-2. and Karunganni K.5.	15/16"	All places in the Coimbatore, Mathurai, Ramanathapuram, Tirunelveli, South Arcot, Salem, Tiruchirappalli, Tanjore, Malabar and South Kanara Districts of the Madras State and the Mysore Districts of the Mysore State.

Explanation.—(a) A tolerance of 1/32" is allowed in respect of all descriptions of cotton mentioned above i.e., the buyer shall be bound to take these cottons tendered if they are less by not more than 1/32" than the staple length specified in column 2 above.

(b) The word "certified" used in the above Schedule means that—

- (i) the cotton has been grown in an area which is a Protected Area under the Cotton Transport Act, 1923, or any corresponding Act or every grower of the variety concerned has registered himself with the Department of Agriculture of the State concerned indicating the area planted;
- (ii) the seeds required for showing such cotton in the relevant areas have been duly approved and supplied by the Department of Agriculture of the State concerned; and

(iii) the Ginning and Pressing of the Crop of such cotton have been done under the supervision of the Department of Agriculture of the State concerned;

and
a certificate of purity has been issued by the State Department for the pressed bales.

22. In the form of Client's Contract Note (Hedge), delete the words "and in addition Rs _____ per bale" appearing at the end of the paragraph dealing with margin and add the following sentence:—

"In addition to the above, I/We shall be entitled at any time and from time to time to call for margin at the rate of Rs. 5 per bale under By-law 51A."

23. In the form for Forward Contracts—Form 'B' delete the words "Form of the East India Cotton Association, Ltd., for forward contracts" appearing in the verticle section of the form.

And in pursuance of the powers conferred by the proviso to sub-section (4) of the said Section, the Secretary, Forward Markets Commission, hereby directs that the condition of previous publication of the amendments in the *Gazette of India* and the *Bombay Government Gazette* be dispensed with in the interest of the trade.

M. A. MULKY,

Secy., Forward Markets Commission.

[No. 30/5/54-I.P.(B).]

K. B. LALL, Jt. Secy.

ELECTION COMMISSION, INDIA

NOTIFICATION

New Delhi, the 3rd October 1954

S.R.O. 3179.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1950 (XLII of 1950), and in partial modification of its notification No. 102/9/51-Elec.II(1), dated the 4th September 1951, the Election Commission, in consultation with the Government of West Bengal, hereby designates the District Magistrate, Hooghly to be the Electoral Registration Officer for the Birbhum, Serampore and Burdwan Parliamentary constituencies for the period of absence on leave of Sri B. Sarkar, I.C.S., Commissioner, Burdwan Division and Electoral Registration Officer for the above constituencies, from the 2nd October 1954 to the 14th November 1954 (both days inclusive).

[No. 157/9/54(1).]

By Order,

P N SHINGHAL, Secy

